BILL NO. S-78-01-12

SPECIAL ORDINANCE NO. S- 13-78

AN ORDINANCE approving a contract with Continental Construction Company, Inc., for Resolution No. 5781-1977.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated December 22, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Continental Construction Company, Inc., for:

Resolution No. 5781-1977: (West Central Phase II)

Repair curbs and sidewalks in an area comprised of Swinney Place west from the south property line of Swinney Park Place north to 145 ft. south of said south property line; Swinney Park Place north from east property line of Swinney Park Place west to the west property line of Garden St.; Garden St. from south property line of Jones St. to the south property line of Jefferson St.; Nelson St. from north property line of Jones St. to the south property line of Jefferson St.; College St. from north property line of Jones St. to a point approximately 150 feet north of said north property line; Rockhill Street from a point approximately 100 feet south of south property line of Jones St. to the south property line of Lavina St.; Union St. from south property line of Leykauf St. to the south property line of Lavina St.; Lavina St. from east property line of Rockhill St. to its west end; Jones St. from west property line of Rockhill St. to east property line of Garden St.

for a total cost of $27,312.60, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

John Nuckols
Councilman

APPROVED AS TO FORM
AND LEGALITY

CITY ATTORNEY

Read the first time in full and on motion by Nuckols, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works ~~(and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19__ at ______ o'clock ____ M.,E.S.T.~~

DATE: 1-10-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Nuckols, seconded by Hinga, and duly adopted, placed on its passage.

PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 1-24-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ (GENERAL) ~~(ANNEXATION)~~ ~~(SPECIAL)~~ ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-13-78 on the 24th day of January, 1978.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of January, 1978, at the hour of 11:30 o'clock A. M.,E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 31st. day of January, 1978 at the hour of 10:30 o'clock A M.,E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-01-12

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract with Continental Construction Company, Inc., for Resolution No. 5781-1977

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

DATE 1-24-78 CHARLES W. WESTERMAN, CITY CLERK

CITY PAID
SUBJECT TO COUNCILMANIC APPRO
PRELIMINARY MEETING ____________
RATIFICATION ____________

CONTRACT

65-186-6
12-22-77

This Agreement, made and entered into this 22 day of Dec., 1977

by and between

CONTINENTAL CONSTRUCTION COMPANY, INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5781-1977: (West Central Phase II) See Attached Resolution for Description.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5781-77 ~~and at the following price per lineal foot~~

At the following prices:

Removal of Sidewalk	Four dollars and five cents per square yard	4.05
Removal of Pavement	Four dollars and fifty cents per square yard	4.50
Removal of Curb	Two dollars and no cents per lineal foot	2.00
Common Excavation	Ten dollars and no cents per cubic yard	10.00
Plain Concrete Pavement (for patching 9")	Eighteen dollars and no cents per square yard	18.00
Hot Asphalt Concrete Surface (Type A-2)	Fifty dollars and no cents per ton	50.00
Cement Concrete for Private Drive (6")	Sixteen dollars and no cents per square yard	16.00
Paraplegic and Bicycle Ramps	Fifty dollars and no cents for each	50.00
Concrete Sidewalk	One dollar and thirty-five cents per square foot	1.35
Concrete Sidewalk (curbface 4")	One dollar and fifty-five cents per square foot	1.55
Concrete Sidewalk (wingwalk 6")	One dollar and sixty-five cents per square foot	1.65
Concrete Steps	One hundred and fifty dollars and no cents per cubic yard	150.00
Concrete Curb, Type II-A (6" x 8")	Three dollars and fifty cents per lineal foot	3.50
Mulched Seeding, Class "U"	One dollar and no cents per square	1.00

(for patching 9")	square yard	
Hot Asphalt Concrete Surface (Type A-2)	Fifty dollars and no cents per ton	50.00
Cement Concrete for Private Drive (6")	Sixteen dollars and no cents per square yard	16.00
Paraplegic and Bicycle Ramps	Fifty dollars and no cents for each	50.00
Concrete Sidewalk	One dollar and thirty-five cents per square foot	1.35
Concrete Sidewalk (curbface 4")	One dollar and fifty-five cents per square foot	1.55
Concrete Sidewalk (wingwalk 6")	One dollar and sixty-five cents per square foot	1.65
Concrete Steps	One hundred and fifty dollars and no cents per cubic yard	150.00
Concrete Curb, Type II-A (6" x 8")	Three dollars and fifty cents per lineal foot	3.50
Mulched Seeding, Class "U"	One dollar and no cents per square yard	1.00
Top Soil	Six dollars and fifty cents per ton	6.50
New Casting Adjusted to Grade	One hundred seventy-five dollars and no cents for each	175.00
Standard Catch Basin, Type I-C	Six hundred fifty dollars and no cents for each	650.00
Concrete Pipe, Class IV (12")	Twelve dollars and fifty cents per lineal foot	12.50
TOTAL	Twenty-seven thousand three hundred twelve dollars and sixty cents	27,312.60

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459, of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5781-77 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before July 30, 1978 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this ________ day of ____________________, 19___

CONTINENTAL CONSTRUCTION COMPANY, INC.

BY: M. J. O'Neal

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

____

____

____

____

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

____
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we --

-----------CONTINENTAL CONSTRUCTION COMPANY, INC.--------------------- Contractors

as principal, and --

----AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA---------- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY-SEVEN

THOUSAND THREE HUNDRED TWELVE DOLLARS AND SIXTY CENTS-------------------------

-- ($27,312.60)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -------------------------

---------------------------------CONTINENTAL CONSTRUCTION COMPANY, INC.---------

did on the ______ day of ______

______, enter into a contract with the City of Fort Wayne to construct a

______ Pavement

on Resolution No. 5781-77: ~~Street from~~ West Central Phase II

SEE ATTACHED RESOLUTION FOR DESCRIPTION.------------------------------------

----

-- according to certain plans and specifications, and also warranting and guaranteeing the work, for a period of three years material and condition of the pavement thereof as provided in aforesaid contract and specifications. Now if the said ------------------------------------

CONTINENTAL CONSTRUCTION COMPANY, INC.-- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this ______ day of ______

AMERICAN STATES INSURANCE COMPANY	CONTINENTAL CONSTRUCTION CO., INC. (SEAL)
Edward M. Brown	BY: M. J. C. Neal (SEAL)
EDWARD M. BROWN ATTORNEY-IN-FACT	ITS: President (SEAL)

Approved this ______ day of ______

______

______

______

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we---

-----------------------CONTINENTAL CONSTRUCTION COMPANY, INC.--------------------

as principal, and---

----------AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA-------------

----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY-

SEVEN THOUSAND THREE HUNDRED TWELVE DOLLARS AND SIXTY CENTS--------------------

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

--- ($ 27,312.60)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the ____________ day of ____________, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this ____________ day of ____________

AMERICAN STATES INSURANCE COMPANY

Edward M. Brown

EDWARD M. BROWN ATTORNEY-IN-FACT

CONTINENTAL CONSTRUCTION CO., INC (SEAL)

BY: N. J. C. Neal (SEAL)

ITS: President (SEAL)

____________ (SEAL)

Approved this ____________ day of ____________

____

____

____

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

DECEMBER 6, 1977

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates;

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars ($10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Form 1929

Improvement Resolution

FOR STREET OR ALLEY

No. 5781 - 1977

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve and repair curbs and sidewalks in an area comprised of Swinney Park Place west from the south property line of Swinney Park Place north to 145 ft. south of said south property line; Swinney Park Place north from east property line of Swinney Park Place west to the west property line of Garden St.; Garden St. from south property line of Jones St. to the south property line of Jefferson St.; Nelson St. from north property line of Jones St. to the south property line of Jefferson St.; College St. from north property line of Jones St. to a point approximately 150 feet north of said north property line; Rockhill Street from a point approximately 100 feet south of south property line of Jones St. to the south property line of Lavina St.; Union St. from south property line of Leykauf St. to the south property line of Lavina St.; Lavina St. from east property line of Rockhill St. to its west end; Jones St. from west property line of Rockhill St. to east property line of Garden St.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne from Community Development and Planning Funds.

Adopted, this __________ *day of* __________

BOARD OF PUBLIC WORKS: __________

CALHOUN PRESS

GENERAL POWER OF ATTORNEY

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint

---- PAUL A. LOHSE, EDWARD M. BROWN, THEODORE KORTZ AND HAYES L. POTTER -----

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE MILLION AND NO/100 ($1,000,000.00) DOLLARS -----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 1st day of March A. D. 1971

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Agnes P. Brown
Assistant Secretary

STATE OF INDIANA
COUNTY OF MARION } SS:

On this 1st day of March, A. D., 1971, before me personally came William M. Evans, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order. And said William M. Evans further said that he is acquainted with Agnes P. Brown and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

April 20, 1974
My Commission Expires

Florence Bauer
Notary Public

STATE OF INDIANA
COUNTY OF MARION } SS:

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this ______ day of ______, A. D., 19____.

(SEAL)

Stanley L. Riegel
Assistant Secretary

Form 9-1459 (12-72)

IN RE: WAGE SCALE CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1977.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935. have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION		CLASS		RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER		S		12.30	50¢	75¢			3if
BOILERMAKER		S		11.70	80	1.00		3¢	
BRICKLAYER		S		10.34	45	50		1	4if
CARPENTER	(BUILDING)	S		9.85		6%		7	2if
	(HIGHWAY)	S		10.08	45	35		5	2if
CEMENT MASON		S		9.35	75	40		1	
ELECTRICIAN		S		11.30	40	1%+30		6	
ELEVATOR CONSTRUCTOR		S		10.18	49½	32	8%	2	
GLAZIER		S		9.53	12		40	4	25¢Holida
IRON WORKER		S		10.75	75	85		1	2if
LABORER	(BUILDING)	S-SS US		7.25-7.55	60	45		9	
	(HIGHWAY)	S-US-	SS	7.15-8.00	60	45		9	
	(SEWER)	S-US-	SS	7.15-7.95	60	45		8	
LATHER		S		8.20		25		1	2if
MILLWRIGHT & PILEDRIVER		S		10.18		6%		7	2if
OPERATING ENGINEER	(BUILDING)	S-SS US		7.90-11.00	40	55		8	
	(HIGHWAY)	S-SS-	US	7.96-10.30	40	40		8	
	(SEWER)	S-SS-	US	8.00-10.30	40	40		5	
PAINTER		S		8.60-9.60	42	45		10	6¢misc.
PLASTERER		S		9.27	60	40			
PLUMBER & STEAMFITTER		S		11.35	45	75		7	4if
MOSAIC & TERRAZZO GRINDER		S		8.10-9.45					
ROOFER		S		9.45		10			
SHEETMETAL WORKER		S		10.54	40	35		4	13if
TEAMSTER	(BUILDING)	S-SS US		8.68-9.63	23.00pw	28.00pw			
	(HIGHWAY)	S-SS-	US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF Sept. 1977

Wayne T. Kepler
REPRESENTING GOVERNOR, STATE OF INDIANA

Henry P. Wehrenberg
REPRESENTING THE AWARDING AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3930

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - SIDEWALK IMPROV. RESOL. #5781-77 - W. CENTRAL PHASE II

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-78-01-12

SYNOPSIS OF ORDINANCE CONTRACT FOR SIDEWALK IMPROVEMENT RESOLUTION NO. 5781-77 FOR WEST CENTRAL PHASE II, CONTINENTAL CONSTRUCTION CO., INC., CONTRACTOR, IN THE AMOUNT OF $27,312.60

(CONTRACT ATTACHED)

EFFECT OF PASSAGE INSTALLATION OF SIDEWALKS AND CURBS IN WEST CENTRAL NEIGHBORHOOD, PHASE II

EFFECT OF NON-PASSAGE INABILITY TO BEGIN CONSTRUCTION AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $27,312.60 FROM C D & P

ASSIGNED TO COMMITTEE

EP Public Works